

THIS AGREEMENT, made and entered into this _____ day of _____
between Horton Brackett and Margaret Brackett, his wife

hereinafter called the "seller," and Edmonds School District NO. 15, Snohomish County Washington, Matt Eisen, Pres. and E.A. Lichtenstein, Sec. and H. Robert Leise, member, all Directors of said School District.
hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in the County of Snohomish, State of Washington, to-wit: That portion of Govt. Lot 2, Sec. 24, Twp. 27, N-R., 3 east, W.M. described as follows: Beginning at a point at the intersection of the north line of Glen Street with the east line of Sixth Street as shown on plat of Brackett's First Addition to the City of Edmonds; thence running east, along the north line of Glen St. a distance of (135 feet); thence north parallel to the east line of Sixth St., a distance of 90 feet, more or less, to the south line of the George S. Brackett property; thence running west a distance of 135 feet to the east line of Sixth Street; thence running south, along the east line of Sixth Street, 90 feet, more or less, to the true point of beginning.

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of Six Hundred and NO/100----- Dollars (\$ 600.00)
of which the sum of Fifty and NO/100----- Dollars (\$ 50.00)
has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of Five Hundred Fifty and NO/100----- Dollars (\$ 550.00)
shall be paid as follows: \$550.00 without interest is due and payable on or before Aug. 1, 1939

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of twelve (12) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

The seller has procured or agrees, within ten days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the

please return to:

E.A. Lichtenstein
Edmonds Manor

Wm

2016-46-2

said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient deed of said described premises.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

Horton Brackett (SEAL)

Margaret Brackett (SEAL)

W. H. Eisen (SEAL)

E. A. Tichenor (SEAL)

H. Robert Reese (SEAL)

STATE OF WASHINGTON,)
) ss.
County of Snohomish)

On this day personally appeared before me Horton Brackett and Margaret Brackett
his wife

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21 day of March 1939

E. B. Hubbard
Notary Public in and for the State of Washington,
residing at Edmonds

Form L 37

Real Estate Contract

Horton Brackett and

Margaret Brackett, et-ux

TO

Edmonds School District 15

WASHINGTON TITLE INSURANCE
COMPANY
SEATTLE, WASHINGTON

SNOHOMISH COUNTY ABSTRACT COMPANY